



UNCLAIMED FINANCIAL ASSETS AUTHORITY

TENDER No: UFAA/CS/005/2021-2022

TENDER NAME: PROVISION OF COMPREHENSIVE CLEANING AND FUMIGATION SERVICES FOR UNCLAIMED FINANCIAL ASSETS AUTHORITY

NOTICE DATE: TUESDAY, 27/04/2021

CLOSING DATE: THURSDAY, 06 /05/ 2021 AT 10:30AM

CLARIFICATION DATE: MONDAY, 03/05.2021

RESERVED-AGPO GROUPS

APRIL, 2021

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SECTION I INVITATION TO TENDER

Unclaimed Financial Assets Authority invites interested and eligible vendors to tender for the following:

Tender Ref .No.	Tender Name	Closing Date/Time	Type of Tender
UFAA/CS/005/2021-2022	PROVISION OF COMPREHENSIVE OFFICE CLEANING, FUMIGATION & PEST CONTROL SERVICES	06.05.2021 10.30 A.M	Reserved – AGPO Groups

Bids submitted shall be valid for **120 days** on submission. Bidders are required to provide the following statutory registration documents i.e. Copies of PIN Registration, Certificate of Incorporation/Registration, and valid tax clearance certificate. Bidders are also required to provide audited accounts for the last two years.

The complete bid documents in plain sealed envelope marked with respective tender reference number and tender name, should be addressed to: -

The Chief Executive Officer
Unclaimed Financial Assets Authority
P.O. Box 28235-00200 Nairobi
Tel. +254-4343440/0706866984
www.ufaa.go.ke

And be deposited in the tender box located at the second-floor reception area of Unclaimed Financial Assets Authority offices, Pacis Centre, Slip Road, off Waiyaki Way Westlands, Nairobi so as to be received on the above specified dates. Late bids will be rejected. Bid will be opened immediately thereafter in the Boardroom in the presence of bidders' who may wish to witness the opening in strict adherence to covid-19 protocols.

CHIEF EXECUTIVE OFFICER & MANAGING TRUSTEE

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete solution installation by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible office cleaning services

- 2.2.1 All solutions to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the office cleaning services was produced.
- 2.2.3 The origin of office cleaning services is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Unclaimed Financial Assets Authority, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall be Kshs.1, 000.00 in cash (freely convertible currency) or in banker's cheque.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set qualification criteria shall be evaluated and offered the award if they are successful.

2.4. The Tender Document

2.4.1 The tender document comprises the documents listed

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify Unclaimed Financial Assets Authority in writing or by post at the address indicated in the Invitation to Tender. Unclaimed Financial Assets Authority will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders. Written copies of the Unclaimed Financial Assets Authority response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 Unclaimed Financial Assets Authority shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, Unclaimed Financial Assets Authority, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment through an addendum to the tender documents.

- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Unclaimed Financial Assets Authority, at its discretion, may extend the deadline for the submission of tenders.
- 2.7 Language of Tender**
- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.
- 2.8 Documents Comprising of Tender**
- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14
- 2.9 Tender Forms**
- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 2.10 Tender Prices**
- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the Unclaimed Financial Assets Authority.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in **Kenya Shillings**.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to Unclaimed Financial Assets Authority satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply office cleaning services under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the office and toilet cleaning services Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of office and toilet cleaning services which the tenderer proposes to supply under the contract.

2.13.2 The documentary evidence of the eligibility of the office and toilet cleaning services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

- 2.13.3 The documentary evidence of conformity of the office cleaning and fumigation services to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the office cleaning services for as specified in the TORs, following commencement of the use of the office and toilet cleaning services by Unclaimed Financial Assets Authority; and
 - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to Unclaimed Financial Assets Authority satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in form of tender securing declaration form
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7.
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27,
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28.

2.15 **Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 **Format and Signing of Tender**

- 2.16.1 The tenderer shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**.” The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to Unclaimed Financial Assets Authority at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE**” **06th May , 2021 at 10.30 A.M** local time.
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Unclaimed Financial Assets Authority at the address specified under paragraph 2.17.2 no later than **6th May, 2021 at 10.30 A.M** local time. Unclaimed Financial Assets Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of Unclaimed Financial Assets Authority and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Unclaimed Financial Assets Authority seven days prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The Unclaimed Financial Assets Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 Unclaimed Financial Assets Authority shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 2.20.1 Unclaimed Financial Assets Authority will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.30 AM** local time, **06th May, 2021** in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Unclaimed Financial Assets Authority in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 Unclaimed Financial Assets Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.22.3 Unclaimed Financial Assets Authority may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 Unclaimed Financial Assets Authority will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. Unclaimed Financial Assets Authority determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by Unclaimed Financial Assets Authority and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, Unclaimed Financial Assets Authority will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 Unclaimed Financial Assets Authority will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.
- 2.24.2 The tender evaluation committee shall evaluate the tender within as specified in regulations during the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

- 2.4.1 Preference where allowed in the evaluation of tenders shall not exceed 15%.

2.26 Contacting the Unclaimed Financial Assets Authority.

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Unclaimed Financial Assets Authority on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence Unclaimed Financial Assets Authority in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, Unclaimed Financial Assets Authority will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily through carrying out due diligence and post-qualification before award. Supplier clients' visits will also be made to ensure satisfaction by UFAA.
- 2.27.2 The determination will consider the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as Unclaimed Financial Assets Authority deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

- 2.27.5 Unclaimed Financial Assets Authority reserves the right at the time of contract award to increase or decrease (+/- 10%) the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

(d) Unclaimed Financial Assets Authority Right to Accept or Reject Any or All Tenders

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers. The procuring entity has an obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, Unclaimed Financial Assets Authority will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Unclaimed Financial Assets Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.29 Signing of Contract

2.29.1 At the same time as Unclaimed Financial Assets Authority notifies the successful tenderer that its tender has been accepted, Unclaimed Financial Assets Authority will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Unclaimed Financial Assets Authority.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Unclaimed Financial Assets Authority may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 Unclaimed Financial Assets Authority requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2 Unclaimed Financial Assets Authority will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>Reserved - AGPO</i>
2.14.1	<i>The tender security will be as specified in the form of tender securing declaration form</i>
2.18.1	06 th May, 2021 at 10.30AM local time.
2.29.1	<i>As in 2.18.1 above</i>
2.29.1	<i>The performance security is applicable-1% of total cost</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The office and toilet cleaning services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country.

3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination If conducted on

the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 **Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

3.13 **Prices**

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.15 Subcontracts

- 3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

3.16 Termination for default

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
 - (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract.
 - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

- 3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.01% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

- 3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya.

3.20 Force Majeure

- 3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV -SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

- 4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>1% of total contract amount</i>
3.11.1	<i>Appropriate copies of insurances for the firm and relevant staff</i>
3.12.1	<i>Payment will be On Acceptance of services per month upon approval by the CEO</i>
3.18.1	<i>Resolution of disputes be through arbitration as per the laws in Kenya.</i>

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for our requirements. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

TERMS OF REFERENCE FOR COMPREHENSIVE OFFICE CLEANING SERVICES

LOT 1: REQUIREMENTS FOR PROVISION OF COMPREHENSIVE OFFICE CLEANING SERVICES

BACKGROUND

The Unclaimed Financial Assets Authority (UFAA) was established pursuant to the Unclaimed Financial Assets Act, 2011, Laws of Kenya. The primary mandate of the Authority is to receive unclaimed financial assets from holders of such assets on behalf of the Government, safeguard and re-unite the assets with their rightful owners.

SCOPE OF THE ASSIGNMENT

The Authority intends to procure contracted professional cleaning services for the cleaning of the Authority's interior office environment measuring 5,710 square feet (Wing A) on 2nd Floor, 3,552 square feet (Wing B) on 2nd Floor and 3,552 square feet (Wing B) 3rd Floor. The Authority wishes to engage a provider on a one (1) year contract (3rd July, 2021 to 2nd July, 2022), renewable for a further one (1) year, subject to satisfactory performance.

Service Personnel

The successful bidder shall: -

- (a) Carry out cleaning between the hours of 6.00am – 5.00pm Monday through Friday.
- (b) Ensure that all his/her employees are efficient, sober and honest and will not employ any person to whose employment reasonable objection is taken by or on behalf of the Client
- (c) Supply the cleaning personnel with all the materials and equipment needed for the cleaning services.
- (d) At own expense and at all times maintain with reputable insurers such insurances as may be necessary to cover cleaning staff in respect of any personal injury (his employees and general public), death and damage to property whatsoever caused by or arising out of or in the course of carrying out of the Contractor's duties
- (e) Provide 4 cleaners to work in the offices two (2) Cleaners to be attached on 2nd Floor (Wing A) one (1) Cleaner to be attached on 2nd Floor (Wing B) and one (1) cleaner to be attached on 3rd Floor UFAA office in Pacis Centre (Total Cleaning Area Approximately 12,814 Square Feet).

Washrooms – (toilets, wash basins and sinks)

- (a) Sweeping and machine scrubbing daily
- (b) Stripping and washing daily
- (c) Disinfecting hand-touch facilities/surfaces
- (d) Unblocking drainage pipes

Toilet Hygiene

- (a) Provide sanitary bins for ladies toilets Regular Sanitary and Toiletries Services that will include but not limited to:- Servicing of the Sanitary Units within the acceptable frequency and maintaining high Hygiene standards
- (b) Emptying of bins once a week
- (c) Cleaning and disinfecting the bin thoroughly
- (d) Move the bins hygienically in bags properly covered
- (e) To check the working conditions of drainage pipes, water taps and report to the concerned authority any fault for rectification
- (f) Clean mirrors, dispensers and all toilet fittings

Number of toilets blocks to cleaned

ITEM DESCRIPTION	MALE	FEMALE
(a) General Toilets	1	1
(b) CEOs Office	1	-

NB: All these are on second floor.

List of chemicals and materials to be used in provision of services

- (a) Multipurpose detergents: - For general cleaning of all surfaces
- (b) Disinfectants solution: - For the disinfecting of all surfaces and washroom
- (c) Emulsion polish: - For the polishing of granite floors and walls

The above cleaning materials should conform to the prevailing regulations and guidelines regarding chemicals and other related substances.

Miscellaneous

1. The contractor will:-
 - (a) Provide the employees with personal protective equipment
 - (b) Provide toilet papers at all times and use detergent soaps, cleansing materials and Disinfectants.

- (c) Provide two waste segregation bins (namely: Biodegradable Waste Bin – 1 No and Dry Recyclable waste bin – 1 No) in line with the environmental sustainability requirement.
2. The Authority will provide water for cleaning services and electricity for use by appropriate equipment and machinery as provided

LOT 2: REQUIREMENTS FOR THE PROVISION OF FUMIGATION SERVICES

Scope Provision of Fumigation against COVID 19 and Pest Control Services,

SCOPE OF THE ASSIGNMENT

The Authority intends to procure contracted professional fumigation services both for pest control and against COVID 19 for the Authority's interior office environment measuring 5,710 square feet (Wing A) on 2nd Floor, 3,552 square feet (Wing B) on 2nd Floor and 3,552 square feet (Wing B) 3rd Floor. and a fleet of 4 vehicles. The Authority wishes to engage a provider on a one (1) year contract (3rd July, 2021 to 2nd July, 2022), renewable for a further one (1) year, subject to satisfactory performance.

REQUIREMENTS

The service provider shall be expected to carry out the following but NOT LIMITED to:

- i. Regular fumigation against COVID 19 and pest control services that will include but not limited to:-
Treatment against:-
All type of insects / pests to be controlled.
 1. Cockroaches
 2. Sugar ants
 3. Fleas
 4. Bedbugs
 5. Mosquitoes
- ii. The services to be carried out **every two weeks** or within the acceptable frequency or as and when required.
- iii. Regular Sanitary and Toiletries Services that will include but not limited to:-
Fumigation of the Sanitary Units within the acceptable frequency and maintaining high Hygiene standards
- iv. The contractor undertakes and assures that fumigation process shall always be completed well before the next cycle.
- v. The material/products used by the contractor should neither be injurious to human beings and of duly approved standard by bodies such as KEBS or other concerned authorities.
- vi. The material/products used should be cleared by concerned authorities in order to use it in the areas like Kitchen, Cafeterias and all office space among others.
- vii. The contractor accepts total responsibilities for the settlement of all claims resulting from death, injury, burn or accident of any kind to its employees, officers, advisors, agents

- viii. Services are to be carried out as per schedule in kitchens, dishwashing areas, lockers, rooms, stores, toilets, boardrooms, offices, internal & external drainage including manholes, hangers and other specified areas.
- ix. Formulated materials to be sprayed into hiding places of insects i.e. cabinets, shelves, sinks, bases of equipment, rubbish, containers, lockers, toilets, flush tanks, wash basins, cracks and crevices, drains etc outside the building sewerage lines, drains and manholes.
- x. After spraying is completed other covered areas i.e. rooms etc are to be fogged. To ensure that entire space is covered completely walls, doors, windows from inside and outside & rubbish trenches/containers, drain gutters and surrounding areas to be sprayed.

REQUIREMENTS FROM BIDDERS

Provide the following for Technical evaluation

- (a) Audited accounts for the past three years (2018,2019 and 2020 or 2021)
- (b) The company will be required to demonstrate that the team assigned is professionally qualified and has relevant expertise in the provision of Cleaning Services. The technical team will be expected to demonstrate such experience by providing a detailed record of recent assignments and the results of the engagements
- (c) Provide valid copies CVs , Form Four Certificate, Certificate of good conduct for all key staff and other staff to be attached to the Authority
- (d) Applicable methodology to offer the services
- (e) Provide 4 past or present references (include contact name, telephone and value of contract)
- (f) Provide terms and conditions of service delivery
- (g) Valid Certificates of compliance with Kenyan Labour laws regarding implementation of minimum wage bill.
- (h) Valid copy of NSSF and NHIF compliance certificate
- (i) Valid UFA compliance certificate
- (j) Valid Tax compliance certificate

EVALUATION CRITERIA

Bidders will be taken through three evaluation stages namely: mandatory, technical and financial.

a) Mandatory Requirements (Preliminary)

Item	Mandatory Requirements (MR)	YES/NO
MR 1	Valid copy of Registration Certificate/Certificate of Incorporation	
MR 2	Valid copy of Tax Compliance certificate for the firm	
MR 3	Confidential Business Questionnaire dully filled, signed & stamped in the format provided	
MR 4	Valid copy of Business Permit (County Government)	
MR 5	Tender Securing Declaration Form dully filled and signed in the format provided	
MR 6	Valid copy of CR 12 from Registrar of Companies Showing particulars of Directors of the Company or names of partners (for partnerships) – as applicable- issued within the last six (6) months	
MR 7	Must complete self-declaration that the bidder/person will not engage in any corrupt or fraudulent practices in the format provided	
MR8	Form of tender dully filled, signed and stamped in the format provided	
MR9	Must complete a self-declaration that the bidder/person is not debarred in the matter of public procurement in the format provided	
MR10	Submission of original & copy of tender document properly TAPE BOUND and PAGINATED in the correct sequence including all attachments. NB: Spiral binding and box files shall lead to disqualification	
MR11	Valid Copy of AGPO certificate from The National Treasury	
MR12	Must Fill the Price Schedule in the format provided	
MR13	Valid Copy of NSSF Compliance certificate	
MR14	Valid Copy of Work injury benefit insurance cover	
MR15	Valid Copy of NHIF compliance Certificate	
MR16	A written declaration that the service provider shall comply with all labor laws and the minimum wage regulations during the entire period of the contract. Failure to meet this requirement during the contract period will be a ground for cancellation of the contract. The indicators for this are: <ol style="list-style-type: none"> 1. Payment of salaries in time- there should be no complaints from your staff of delayed salaries. 2. UFAA requesting for a tax Compliance certificates from KRA. 3. UFAA requesting for a Compliance certificates from NSSF. 4. UFAA requesting for a Compliance certificate from NHIF. 	
MR17	Valid copy of NEMA license to transport waste	
MR18	Valid Copy of Pest Control license	

NB: Bidders must provide all the above documents (mandatory) to proceed to technical stage. Failure to provide all shall lead to disqualification from further evaluation.

UFAA will carry out due diligence to ascertain authenticity of the above documents. Bidders are advised to avoid forgery. Any illegality noted in any document will lead to disqualification from further evaluation and submission of company details for debarment

b) Technical Evaluation Stage

Only bidders who have been found responsive at the preliminary stage will be evaluated at technical stage. The evaluation will be based on the technical proposal submitted in accordance to the forms provided and the pass mark shall be **75%** and above. Those scoring marks below **75%** will be disqualified from proceeding to financial evaluation.

Technical Evaluation Criteria	Maximum Marks
Average annual Turnover of above Kshs 7 Million – 6 Marks Turnover of at least Kshs 5 M up to Kshs 7 Million – 4 Marks Turnover of at least Kshs 1 Million to Kshs 5 Million – 2 Marks	6 Marks
Similar Assignments Provide evidence of fumigation services -disinfection/Fumigation works carried out: Attach Covid-19 Certification –(5 Marks) Attach five (5) signed contracts for fumigation and covid-19 disinfection from Public or Private Institutions (1 mark per every contract, (5 Marks in total) Provide evidence of comprehensive cleaning services (submit signed contracts from Five (5) Public or Private Institutions with at least 50 employees) (2marks per every contract, Total 10 Marks)	20 Marks
Supervisor At least relevant Diploma– 3 Marks; Relevant professional Certificate – 2 Marks; 1 Mark for each year of relevant experience, up to 5years Operations staff Valid Certificate of good conduct – 2 Marks At least KCPE Qualification of D – 1 Mark; above KCPE 2 Marks; Additional relevant qualifications – 1 Mark	10 Marks 5 Marks
Key Facilities/Machinery Provide list and attach photos of at least 6 key relevant equipment/machinery (cleaning equipment, bins and lorries etc) (2 marks each)	12 Marks
Compliance to Regulatory Requirement <ol style="list-style-type: none"> 1. Provide evidence of Fire Safety Training for staff to be deployed (Attach Policy document/certification) (3 marks) 2. Evidence of paying living wages (attach 	15 Marks

certificates/letters of compliance from relevant departments i.e. Ministry/Directorate of Labor services) (5 Marks)	6 Marks
3. Provide valid copy of GPA/WIBA for staff to carry out cleaning(5 marks)	4 Marks
4. Clothing and protective gear (attach evidence) (2 marks)	
Detailed methodology and approach giving approach to work, including waste disposal frequency and including training for the cleaners.	12 Marks
Proposed daily work plan including cleaning times and hours and quarterly progress review reports/SLA	10 Marks
Total	100

NB:

Prior to the signing of the contract the successful bidder shall be required to submit the following:

1. Evidence of Workers' Injury Benefit (WIBA) Insurance Policy
2. Police Clearance Certificates for all staff that will be deployed to work
3. Agree with the Contract Manager on a Performance Monitoring tool.

Bids that score equal or above 75% in the Technical evaluation stage will proceed to financial evaluation stage. Bids that score less than 75% shall be disqualified and will not be further evaluated.

Experience claimed, but not substantiated with specific work assignments may be awarded zero points. It is essential that the elements contained in your bid be stated in a clear and concise manner. Failure to provide complete information as requested will be to your disadvantage. Any misrepresentation or forgery of documents will lead to disqualification and debarment.

c. Financial Evaluation

The bidder with the lowest evaluated price per LOT will be awarded the contract.

Regular Monitoring & Evaluation

Service level agreement deliverables will be evaluated monthly before invoicing.

Tender Submission

This is a one envelope tender and bidders are advised to submit one original and copy of tender documents. The two shall be placed in one outer envelope and labelled with tender name and number. The completed documents in plain sealed envelopes bearing the tender/name, "**Provision of Comprehensive Office Cleaning & Fumigation Services: Tender No: UFAA/CS/005/21/22**" should be addressed to:-

The Chief Executive Officer
Unclaimed Financial Assets Authority
P.O. Box 28235-00200 Nairobi
Tel. +254-4343440/0706866984

And be deposited in the tender box located at the 2nd floor reception area of Unclaimed Financial Assets Authority, Pacis Centre, Slip Road, off Waiyaki Way Westlands, Nairobi so as to be received on or before **6th May, 2021 at 10:30am**. The tenders shall be opened immediately thereafter in the Boardroom in the presence of bidders who may wish to witness the opening.

Payment Terms

Payments will be made within 30 days, upon successful delivery and acceptance by Authority of the services; and with due approval by the Accounting Officer.

Clarifications

- (a) All clarifications should be sent by 5pm on **3rd May, 2021** UFAA will respond within one day through email to all bidders who will have sent their details as per the invitation notice. All requests for clarification should be sent to ***procurement@ufaa.go.ke***. UFAA will compile and respond to such requests and will send written copies of the response by 4.5.2021 (including an explanation of the query but without identifying the source of inquiry)
- (b) At any time before the submission of proposals, UFAA may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the tender document. The Authority may at its discretion extend the deadline for the submission of tenders.
- (c) The costs of preparing the proposal and of negotiating the Contract, including any visit to the Authority for site survey/ delivery of tenders/ contract negotiations are not reimbursable as a direct cost of the assignment; and the Authority is not bound to accept any of the proposals submitted.

NB: bidders are encouraged to carry out site survey to enable them submit comprehensive proposals – bidders to seek assistance from administration department.

SECTION VII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender -The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form -This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form -When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form -The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form -The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form-When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form -When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.
.....

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.
.....

Name of your bankers Branch

	<p>Part 2 (a) – Sole Proprietor</p>																																								
	<p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details • 																																								
	<p>Part 2 (b) Partnership</p>																																								
	<p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>...</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>...</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.			2.			3.			4.		
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	<p>Part 2 (c) – Registered Company</p>																																								
	<p>Private or Public</p>																																								

	<p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>...</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.				2.	3.	4.	5.
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1.																														
...																																	
2.																														
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4.																														
5.																														
Date	Signature of Candidate																																

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of[name and/or description of the equipment] (hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called "the Bank"), are bound unto [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] _____

(Amend accordingly if provided by Insurance Company)

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [name of Procurement entity] of [country of Procurement entity] (hereinafter called "the Procuring entity) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called "the tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [contract price in words and figures] (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS *[name of tenderer]* (hereinafter called "the tenderer") has undertaken ,
in pursuance of Contract No. _____ *[reference number of the contract]* dated _____ 20 ____
_____ to supply *[description of goods]* (hereinafter called "the
Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank
guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's
performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a
total of *[amount of the guarantee in words and figure]* and we undertake to pay you, upon
your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument,
any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without you needing
to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,
[name and address of tenderer](hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

TENDER SECURING DECLARATION FORM (MANDATORY)

Date:

Tender No.....

To: Unclaimed Financial Assets Authority

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *12 months* starting on the proposed commencement date of the contract, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name:*[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

DECLARATION FORM (MANDATORY)

STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2015.

I,of P. O. Box being a resident of in the Republic of Kenya do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (Name of the Company) who is a Bidder in respect of **Tender No.** To supply goods, render services and/or carry out works for Unclaimed Financial Assets Authority and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.

3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Unclaimed Financial Assets Authority, which is the procuring entity.

4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Unclaimed Financial Assets Authority.

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

DECLARATION FORM (MANDATORY)

SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident of
..... in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (insert name of the Company) who is a Bidder in respect of Tender No.
..... for(insert tender title/description) for(insert name of
the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or
fraudulent practice and has not been requested to pay any inducement to any member of the Board,
Management, Staff and/or employees and/or agents of(insert name of the Procuring
entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement
to any member of the Board, Management, Staff and/or employees and/or agents of
.....(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders
participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

..... (Title)
(Signature) (Date)

Bidder's Official Stamp

PRICE SCHEDULE FOR OFFICE CLEANING AND FUMIGATION SERVICES

Name of tenderer _____ Tender Number _____ Page _____ of _____

1	2	3
Item	Unit price/Month (KES)	Total Price for 12 months (KES)
LOT1- Provision of Comprehensive Office and Cleaning Services		
LOT2-Provision of Fumigation against Covid-19 and Pest Control Services		
TOTAL (inclusive of all applicable taxes) and this shall be the tender sum to be filled in the form of tender.		

Name and signature of Authorized signatory:.....

Stamp and date.....

NOTE: Bid prices expressed in different currencies shall be converted in: **Kenya Shillings**
 The source of exchange rate shall be: **Central Bank of Kenya**. The date for the exchange rate shall be on closing date for receipt of bids. In case of discrepancy between unit price and total, the unit price shall prevail.